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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 SOUTHERN DIVISION

11 JON LEVIN, } Case No. 8:22-cv-01777 JWH (JDEx)  
12 }  
13 Plaintiff, } Hon. John D. Early  
14 }  
15 v. } **STIPULATED PROTECTIVE**  
16 } **ORDER**  
17 WELLS FARGO BANK, N.A., }  
18 Defendant. }

19 Pursuant to the parties' Stipulation (Dkt. 13) and for good cause shown, the  
20 Court finds and orders as follow.

21 1. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary or private information for which special protection from public  
24 disclosure and from use for any purpose other than pursuing this litigation may be  
25 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
26 enter the following Stipulated Protective Order. The parties acknowledge that this  
27 Order does not confer blanket protections on all disclosures or responses to  
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1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles.

4 2. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, customer and pricing lists and  
6 other valuable research, development, commercial, financial, technical and/or  
7 proprietary information for which special protection from public disclosure and  
8 from use for any purpose other than prosecution of this action is warranted. Such  
9 confidential and proprietary materials and information consist of, among other  
10 things, confidential business or financial information, information regarding  
11 confidential business practices, or other confidential research, development, or  
12 commercial information (including information implicating privacy rights of third  
13 parties), information otherwise generally unavailable to the public, or which may  
14 be privileged or otherwise protected from disclosure under state or federal statutes,  
15 court rules, case decisions, or common law. Specifically, Wells Fargo is expected  
16 to produce specific loan information from its customers as part of this litigation.  
17 That information contains private information from third parties regarding their  
18 loans from Wells Fargo. Moreover, Wells Fargo expects to produce its loan notes  
19 related to loans that Plaintiff originated or from other putative class members.  
20 Those notes contain confidential customer data and information. The disclosure of  
21 this information would infringe on third parties' privacy rights and potentially  
22 undermine Wells Fargo's competitive advantage in the marketplace.

23 Accordingly, to expedite the flow of information, to facilitate the prompt  
24 resolution of disputes over confidentiality of discovery materials, to adequately  
25 protect information the parties are entitled to keep confidential, to ensure that the  
26 parties are permitted reasonable necessary uses of such material in preparation for  
27 and in the conduct of trial, to address their handling at the end of the litigation, and  
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1 serve the ends of justice, a protective order for such information is justified in this  
 2 matter. It is the intent of the parties that information will not be designated as  
 3 confidential for tactical reasons and that nothing be so designated without a good  
 4 faith belief that it has been maintained in a confidential, non-public manner, and  
 5 there is good cause why it should not be part of the public record of this case.

6 3. ACKNOWLEDGMENT OF UNDER SEAL FILING  
 7 PROCEDURE

8 The parties further acknowledge, as set forth in Section 14.3, below, that this  
 9 Stipulated Protective Order does not entitle them to file confidential information  
 10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
 11 and the standards that will be applied when a party seeks permission from the court  
 12 to file material under seal. There is a strong presumption that the public has a right  
 13 of access to judicial proceedings and records in civil cases. In connection with non-  
 14 dispositive motions, good cause must be shown to support a filing under seal. See  
 15 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),  
 16 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-  
 17 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
 18 stipulated protective orders require good cause showing), and a specific showing of  
 19 good cause or compelling reasons with proper evidentiary support and legal  
 20 justification, must be made with respect to Protected Material that a party seeks to  
 21 file under seal. The parties' mere designation of Disclosure or Discovery Material  
 22 as CONFIDENTIAL does not— without the submission of competent evidence by  
 23 declaration, establishing that the material sought to be filed under seal qualifies as  
 24 confidential, privileged, or otherwise protectable—constitute good cause.

25  
 26 Further, if a party requests sealing related to a dispositive motion or trial,  
 27 then compelling reasons, not only good cause, for the sealing must be shown, and  
 28 the relief sought shall be narrowly tailored to serve the specific interest to be

protected. See Pintos v. Pacific Creditors Ass’n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

#### 4. DEFINITIONS

4.1 **Action:** the action *Jon Levin v. Wells Fargo Bank, N.A.*, Case No. 22-cv-01777 JWH (JDEx), originally filed on August 11, 2022 in the California Superior Court, County of Orange, Case No. 30-2022-01274813-CU-0E-CXC, and removed to this Court on September 28, 2022.

4.2 **Challenging Party:** a Party or Non-Party that challenges the designation of information or items under this Order.

4.3 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4.4 **Counsel:** Outside Counsel of Record and House Counsel (as well as their support staff).

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1           4.5    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           4.6    Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced  
7 or generated in disclosures or responses to discovery.

8           4.7    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve  
10 as an expert witness or as a consultant in this Action.

11           4.8    House Counsel: attorneys who are employees of a party to this  
12 Action. House Counsel does not include Outside Counsel of Record or any other  
13 outside counsel.

14           4.9    Non-Party: any natural person, partnership, corporation, association or  
15 other legal entity not named as a Party to this action.

16           4.10   Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm that  
19 has appeared on behalf of that party, and includes support staff.

20           4.11   Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23           4.12   Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25           4.13   Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 2 and their employees and subcontractors.

3 4.14 Protected Material: any Disclosure or Discovery Material that is  
 4 designated as “CONFIDENTIAL.”

5 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
 6 Material from a Producing Party.

7 5. SCOPE

8 The protections conferred by this Stipulation and Order cover not only  
 9 Protected Material (as defined above), but also (1) any information copied or  
 10 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 11 compilations of Protected Material; and (3) any testimony, conversations, or  
 12 presentations by Parties or their Counsel that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the  
 14 trial judge and other applicable authorities. This Order does not govern the use of  
 15 Protected Material at trial.

16 6. DURATION

17 Once a case proceeds to trial, information that was designated as  
 18 CONFIDENTIAL or maintained pursuant to this protective order used or  
 19 introduced as an exhibit at trial becomes public and will be presumptively  
 20 available to all members of the public, including the press, unless compelling  
 21 reasons supported by specific factual findings to proceed otherwise are made to the  
 22 trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81  
 23 (distinguishing “good cause” showing for sealing documents produced in  
 24 discovery from “compelling reasons” standard when merits-related documents are  
 25 part of court record). Accordingly, the terms of this protective order do not extend  
 26 beyond the commencement of the trial.  
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1           7.     DESIGNATING PROTECTED MATERIAL

2           7.1   Exercise of Restraint and Care in Designating Material for

3                 Protection. Each Party or Non-Party that designates information or  
4 items for protection under this Order must take care to limit any such designation  
5 to specific material that qualifies under the appropriate standards. The Designating  
6 Party must designate for protection only those parts of material, documents, items  
7 or oral or written communications that qualify so that other portions of the  
8 material, documents, items or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

10           Mass, indiscriminate or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to  
13 impose unnecessary expenses and burdens on other parties) may expose the  
14 Designating Party to sanctions.

15           If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18           7.2   Manner and Timing of Designations. Except as otherwise provided in  
19 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
20 that qualifies for protection under this Order must be clearly so designated before  
21 the material is disclosed or produced.

22           Designation in conformity with this Order requires:

23                 (a) for information in documentary form (e.g., paper or electronic  
24 documents, but excluding transcripts of depositions or other pretrial or trial  
25 proceedings), that the Producing Party affix at a minimum, the legend  
26 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
27 contains protected material. If only a portion of the material on a page qualifies for  
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1 protection, the Producing Party also must clearly identify the protected portion(s)  
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party must affix  
11 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
12 only a portion of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party  
16 identifies the Disclosure or Discovery Material on the record, before the close of  
17 the deposition all protected testimony.

18 (c) for information produced in some form other than documentary  
19 and for any other tangible items, that the Producing Party affix in a prominent  
20 place on the exterior of the container or containers in which the information is  
21 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
22 information warrants protection, the Producing Party, to the extent practicable,  
23 shall identify the protected portion(s).

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25 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive  
27 the Designating Party’s right to secure protection under this Order for such  
28 material. Upon timely correction of a designation, the Receiving Party must make



1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

### 3 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37-1 et seq.

9 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
10 joint stipulation pursuant to Local Rule 37-2.

11 8.4 The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges, and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. Unless the Designating  
15 Party has waived or withdrawn the confidentiality designation, all parties shall  
16 continue to afford the material in question the level of protection to which it is  
17 entitled under the Producing Party's designation until the Court rules on the  
18 challenge.  
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### 20 9. ACCESS TO AND USE OF PROTECTED MATERIAL

21 9.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this  
23 Action only for prosecuting, defending or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under  
25 the conditions described in this Order. When the Action has been terminated, a  
26 Receiving Party must comply with the provisions of section 15 below (FINAL  
27 DISPOSITION).  
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1 Protected Material must be stored and maintained by a Receiving Party at a  
 2 location and in a secure manner that ensures that access is limited to the persons  
 3 authorized under this Order.

4 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 6 Receiving Party may disclose any information or item designated  
 7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
 9 well as employees of said Outside Counsel of Record to whom it is reasonably  
 10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel)  
 12 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 14 disclosure is reasonably necessary for this Action and who have signed the  
 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
 19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
 20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or  
 22 a custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in  
 24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
 25 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
 26 they will not be permitted to keep any confidential information unless they sign the  
 27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
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1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
 2 deposition testimony or exhibits to depositions that reveal Protected Material may  
 3 be separately bound by the court reporter and may not be disclosed to anyone  
 4 except as permitted under this Stipulated Protective Order; and

5 (i) any mediators or settlement officers and their supporting personnel,  
 6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
 8 PRODUCED IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation  
 10 that compels disclosure of any information or items designated in this Action as  
 11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification  
 13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or  
 15 order to issue in the other litigation that some or all of the material covered by the  
 16 subpoena or order is subject to this Protective Order. Such notification shall  
 17 include a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be  
 19 pursued by the Designating Party whose Protected Material may be affected. If the  
 20 Designating Party timely seeks a protective order, the Party served with the  
 21 subpoena or court order shall not produce any information designated in this action  
 22 as “CONFIDENTIAL” before a determination by the court from which the  
 23 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 24 permission. The Designating Party shall bear the burden and expense of seeking  
 25 protection in that court of its confidential material and nothing in these provisions  
 26 should be construed as authorizing or encouraging a Receiving Party in this Action  
 27 to disobey a lawful directive from another court.  
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1            11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO  
 2            BE PRODUCED IN THIS LITIGATION

3            (a) The terms of this Order are applicable to information produced by  
 4 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
 5 information produced by Non-Parties in connection with this litigation is protected  
 6 by the remedies and relief provided by this Order. Nothing in these provisions  
 7 should be construed as prohibiting a Non-Party from seeking additional  
 8 protections.

9            (b) In the event that a Party is required, by a valid discovery request,  
 10 to produce a Non-Party’s confidential information in its possession, and the Party  
 11 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
 12 confidential information, then the Party shall:

13            (1) promptly notify in writing the Requesting Party and the Non-Party  
 14 that some or all of the information requested is subject to a confidentiality  
 15 agreement with a Non-Party;

16            (2) promptly provide the Non-Party with a copy of the Stipulated  
 17 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 18 specific description of the information requested; and

19            (3) make the information requested available for inspection by the  
 20 Non-Party, if requested.

21            (c) If the Non-Party fails to seek a protective order from this court  
 22 within 14 days of receiving the notice and accompanying information, the  
 23 Receiving Party may produce the Non-Party’s confidential information responsive  
 24 to the discovery request. If the Non-Party timely seeks a protective order, the  
 25 Receiving Party shall not produce any information in its possession or control that  
 26 is subject to the confidentiality agreement with the Non-Party before a  
 27 determination by the court. Absent a court order to the contrary, the Non-Party  
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1 shall bear the burden and expense of seeking protection in this court of its  
 2 Protected Material.

3 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
 4 MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has  
 6 disclosed Protected Material to any person or in any circumstance not authorized  
 7 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
 8 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
 9 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
 10 the person or persons to whom unauthorized disclosures were made of all the terms  
 11 of this Order, and (d) request such person or persons to execute the  
 12 “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit A.

13 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
 14 OTHERWISE PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain  
 16 inadvertently produced material is subject to a claim of privilege or other  
 17 protection, the obligations of the Receiving Parties are those set forth in Federal  
 18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
 19 whatever procedure may be established in an e-discovery order that provides for  
 20 production without prior privilege review. Pursuant to Federal Rule of Evidence  
 21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
 22 of a communication or information covered by the attorney-client privilege or  
 23 work product protection, the parties may incorporate their agreement in the  
 24 stipulated protective order submitted to the court.

25 14. MISCELLANEOUS

26 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
 27 person to seek its modification by the Court in the future.  
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1           14.2 Right to Assert Other Objections. By stipulating to the entry of this  
 2 Protective Order, no Party waives any right it otherwise would have to object to  
 3 disclosing or producing any information or item on any ground not addressed in  
 4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
 5 any ground to use in evidence of any of the material covered by this Protective  
 6 Order.

7           14.3 Filing Protected Material. A Party that seeks to file under seal any  
 8 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
 9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
 10 specific Protected Material. If a Party's request to file Protected Material under  
 11 seal is denied by the court, then the Receiving Party may file the information in the  
 12 public record unless otherwise instructed by the court.

### 13           15. FINAL DISPOSITION

14           After the final disposition of this Action, as defined in paragraph 6, within  
 15 60 days of a written request by the Designating Party, each Receiving Party must  
 16 return all Protected Material to the Producing Party or destroy such material. As  
 17 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 18 compilations, summaries, and any other format reproducing or capturing any of the  
 19 Protected Material. Whether the Protected Material is returned or destroyed, the  
 20 Receiving Party must submit a written certification to the Producing Party (and, if  
 21 not the same person or entity, to the Designating Party) by the 60-day deadline that  
 22 (1) identifies (by category, where appropriate) all the Protected Material that was  
 23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
 24 copies, abstracts, compilations, summaries or any other format reproducing or  
 25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
 26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
 27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
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1 and trial exhibits, expert reports, attorney work product, and consultant and expert  
2 work product, even if such materials contain Protected Material. Any such archival  
3 copies that contain or constitute Protected Material remain subject to this  
4 Protective Order as set forth in Section 6 (DURATION).

5 16. VIOLATION

6 Any violation of this Order may be punished by appropriate measures  
7 including, without limitation, contempt proceedings and/or monetary sanctions.  
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9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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11 DATED: January 9, 2023  
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JOHN D. EARLY  
16 United States Magistrate Judge  
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**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, of \_\_\_\_\_, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ in the case of *Levin v. Wells Fargo Bank, N.A.*, 22-cv-01777-JWH(JDEx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_



1 City and State where signed: \_\_\_\_\_

2  
3  
4 Printed name: \_\_\_\_\_

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6 Signature: \_\_\_\_\_